

4255  
1 BILL NO. S-78-10- 12

2 SPECIAL ORDINANCE NO. S- 189-78

3 AN ORDINANCE approving an Agreement with  
4 Allen Corporation, for construction of a  
sanitary sewer.

5 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,  
6 INDIANA:

7 SECTION 1. That the Agreement dated September 25, 1978, between  
8 the City of Fort Wayne, by and through its Mayor and the Board of Public  
9 Works and Allen Corporation, for:

10 Sanitary Sewer

11 Beginning at a proposed manhole over the existing 27" St. Joe  
12 Sanitary Interceptor 100+ L.F. west of manhole #29 of  
13 Resolution 271, thence northwesterly 120+ L.F. to the north  
14 line of 51.12 acre tract now or formerly owned by Richard and  
15 Marion Hill 880+ L.F. east of the west line of the East ½ of  
16 Section 1, T31N, R12E, thence continuing northerly 330+ L.F.  
17 thru an 80+ acre property now or formerly owned by Victor R.  
18 and Naomi C. Leininger, thence by deflection angle right of  
19 18°30' a distance of 423+ L.F. thence by deflection angle  
20 left of 49°00' a distance of 402+ L.F., thence by deflection  
21 angle right of 25°30' a distance of 282+ L.F. to the north  
22 line of said Leininger property and 665+ L.F. east of the  
23 west line of the east ½ section Section 1, T31N, R12E, thence  
24 north 17°43' east a distance of 465+ L.F., thence north 29°32'  
25 west, a distance of 185+ L.F., thence north 74°20' west a  
26 distance of 297+ L.F., thence north 33°55' west a distance of  
27 441+ L.F., thence west a distance of 267+ L.F., thence north  
28 a distance of 155+ L.F. to the existing 8" sanitary sewer  
29 outfall of Pine Valley Village Mall located 940+ L.F. south  
30 of and 755+ L.F. east of the centerline intersections of  
31 Dupont Road and Coldwater Road,

32 of which the developer shall pay the entire cost and expense of the con-  
struction of said sewer, all as more particularly set forth in said agree-  
ment which is on file in the Office of the Board of Public Works and is  
by reference incorporated herein, made a part hereof and is hereby in all  
things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be effective upon passage  
and approval by the Mayor.

33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
610  
611  
612  
613  
614  
615  
616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
640  
641  
642  
643  
644  
645  
646  
647  
648  
649  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691  
692  
693  
694  
695  
696  
697  
698  
699  
700  
701  
702  
703  
704  
705  
706  
707  
708  
709  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
740  
741  
742  
743  
744  
745  
746  
747  
748  
749  
750  
751  
752  
753  
754  
755  
756  
757  
758  
759  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
770  
771  
772  
773  
774  
775  
776  
777  
778  
779  
780  
781  
782  
783  
784  
785  
786  
787  
788  
789  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
800  
801  
802  
803  
804  
805  
806  
807  
808  
809  
810  
811  
812  
813  
814  
815  
816  
817  
818  
819  
820  
821  
822  
823  
824  
825  
826  
827  
828  
829  
830  
831  
832  
833  
834  
835  
836  
837  
838  
839  
840  
841  
842  
843  
844  
845  
846  
847  
848  
849  
850  
851  
852  
853  
854  
855  
856  
857  
858  
859  
860  
861  
862  
863  
864  
865  
866  
867  
868  
869  
870  
871  
872  
873  
874  
875  
876  
877  
878  
879  
880  
881  
882  
883  
884  
885  
886  
887  
888  
889  
890  
891  
892  
893  
894  
895  
896  
897  
898  
899  
900  
901  
902  
903  
904  
905  
906  
907  
908  
909  
910  
911  
912  
913  
914  
915  
916  
917  
918  
919  
920  
921  
922  
923  
924  
925  
926  
927  
928  
929  
930  
931  
932  
933  
934  
935  
936  
937  
938  
939  
940  
941  
942  
943  
944  
945  
946  
947  
948  
949  
950  
951  
952  
953  
954  
955  
956  
957  
958  
959  
960  
961  
962  
963  
964  
965  
966  
967  
968  
969  
970  
971  
972  
973  
974  
975  
976  
977  
978  
979  
980  
981  
982  
983  
984  
985  
986  
987  
988  
989  
990  
991  
992  
993  
994  
995  
996  
997  
998  
999  
1000

APPROVED AS TO FORM  
AND LEGALITY,

  
CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Hunter, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 10-10-78

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hunter, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 10-24-78

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-189-78 on the 24th day of October, 1978.

Charles W. Westerman  
CITY CLERK

ATTEST: (SEAL) Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of October, 1978, at the hour of 11:30 o'clock PM, E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 26th day of October, 1978, at the hour of 11 o'clock \_\_\_\_\_ M., E.S.T.

Rahat Elumashong  
MAYOR

Bill No. S-78-10-12

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance  
approving an Agreement with Allen Corporation, for construction of a sanitary  
sewer

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance do PASS.

PAUL M. BURNS - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

WINFIELD C. MOSES, JR.

FREDRICK R. HUNTER

1024-78 CONCLUSION  
DATE \_\_\_\_\_ CHARLES W. WESTERMAN, CITY CLERK

# Memorandum

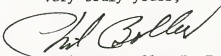
To Board of Public Works Date September 7, 1978  
From Philip R. Boller, P.E.  
Subject Pine Valley Village Mall Sanitary Sewer

COPIES TO:

Attached for your and councilmanic approval is a sewer extension agreement for subject project which is located outside the City limits. The developer is requesting that the sewer extension agreement be submitted to City Council for prior approval as per the attached letter.

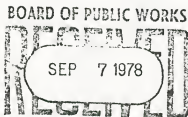
Because of the short construction season remaining and the developer's desire to open this Mall, we concur with his request for prior approval and suggest that our attorneys review this document immediately to expedite the matter.

Very truly yours,



Philip R. Boller, P. E.  
Chief Water Pollution Control Engineer

PRB/DE/rh  
Attachment



RECEIVED

SEP 7 1978

# The Allen Corporation

Water Pollution Control Engr. Dept.  
City-County Building, One Main St.  
Ft. Wayne, Indiana 46802

SUITE 215, LAKESIDE OFFICE BUILDING  
2200 LAKE AVENUE  
FORT WAYNE, INDIANA 46805  
(219) 743-4419

September 5, 1978

Mr. Bill Shining, Engineer  
Department of Water Pollution Control  
7th Floor  
City-County Building  
Fort Wayne, IN 46802

Dear Bill:

This letter hereby requests that the sewer extension agreement for Pine Valley Mall be submitted to the Common Counsel of the City of Fort Wayne with a request for prior approval. The purpose of the prior approval request is to allow immediate construction of the facilities during the late summer while the weather permits.

Sincerely,

THE ALLEN CORPORATION

*Robert E. Connolly*  
Robert E. Connolly

REC/dah

RECEIVED

SEP 7 1978

Water Pollution Control Engr. Dept.  
City-County Building, One Main St.  
Ft. Wayne, Indiana 46802

A G R E E M E N T  
FOR  
S E W E R   E X T E N S I O N

THIS AGREEMENT, made in triplicate this 25<sup>th</sup> day of Sept, 1978, 1978, by and between The Allen Corporation, hereinafter referred to as "DEVELOPER", and the CITY OF FORT WAYNE, INDIANA, an Indiana municipal corporation, hereinafter referred to as "CITY",

WITNESSETH:

WHEREAS, the DEVELOPER desires to construct a sanitary sewer described as follows:

Sanitary Sewer

Beginning at a proposed manhole over the existing 27" St. Joe Sanitary Interceptor 100+ L.F. west of manhole #29 of Resolution 271, thence northwesterly 120+ L.F. to the north line of 51.12 acre tract now or formerly owned by Richard and Marion Hill 880+ L.F. east of the west line of the East ½ of Section 1, T31N, R12E, thence continuing northerly 330+ L.F. thru an 80+ acre property now or formerly owned by Victor R. and Naomi C. Leininger, thence by deflection angle right of 18°30' a distance of 423+ L.F. thence by deflection angle left of 49°00' a distance of 402+ L.F., thence by deflection angle right of 25°30' a distance of 282+ L.F. to the north line of said Leininger property and 665+ L.F. east of the west line of the east ½ section Section 1, T31N, R12E, thence north 17°43' east a distance of 465+ L.F., thence north 29°32' west, a distance of 185+ L.F., thence north 74°20' west a distance of 297+ L.F., thence north 33°55' west a distance of 441+ L.F., thence west a distance of 267+ L.F., thence north a distance of 155+ L.F. to the existing 8" sanitary sewer outfall of Pine Valley Village Mall located 940+ L.F. south of and 755+ L.F. east of the centerline intersections of Dupont Road and Coldwater Road.

Said sanitary sewer shall be 8 inches and 15 inches in diameter, in accordance with plans, specifications, and profiles heretofore submitted to the CITY and now on file in the Office of the Chief Engineer of the Water Pollution Control Engineering Department of the CITY and known as Pine Valley Village Mall Sanitary Sewer, which plans, specifications and profiles are by reference incorporated herein and made a part hereof, which will serve not only land in which the DEVELOPER has an interest, but also adjoining land areas.

WHEREAS, the cost of construction of said sewer is represented to be \$65,620.50 composed of \$50,784.72 for local construction costs, \$4,448.00 for consultant engineering, \$2,825.58 for City of Fort Wayne engineering, and \$7,562.28 for oversizing. NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The DEVELOPER shall cause said sewer to be constructed and located in accordance

with said plans, specifications, and profiles, all approved by the CITY, under private contract with CITY approval. All work and materials shall be inspected by the CITY and conform with all CITY standards and specifications. Upon completion, said sewer shall become the property of CITY and all further maintenance thereafter shall be borne by the CITY.

## 2. COST OF CONSTRUCTION

The total cost of construction shall be divided as follows:

- a. The local construction cost including engineering services and construction inspection shall be provided by the DEVELOPER at no cost to the CITY. DEVELOPER agrees to assume cost of acquisition of easements by CITY.
- b. The cost of the oversizing construction is based upon a bid amount for the entire 15 inch sewer line from Station 0 + 00 to Station 20 + 22 of Division I less the bid amount for the entire 8 inch sewer line. Furthermore, in consideration for the oversizing payment due the DEVELOPER in the amount of \$7,562.28, the DEVELOPER agrees to accept the following credits on fees, assessments, etc. due the CITY:

1. The acreage assessment due on Res. 61-140-11, Area of DEVELOPER, which is as follows:

Total DEVELOPER'S Acreage	10.48 Acres
Less Right-of-Way	<u>0.508 Acres</u>
Net Assessable Acreage	9.972 Acres

Therefore, 9.972 acres at \$475.00 per acre equals a credit of \$4,736.70 to the DEVELOPER.

2. The City of Fort Wayne Engineering cost for Work Order 72592, not to exceed \$2,825.58.

## 3. AREA OF DEVELOPER

Said sewer, when accepted by the CITY, will initially serve the following described real estate of the DEVELOPER:

Part of the Northwest Quarter of Section 1, Township 31 North, Range 12 East, in Allen County, Indiana, more particularly described as follows:

Beginning at a point on the east line of the Northwest Quarter of Section 1, Township 31 North, Range 12 East, in Allen County, Indiana, said point being 218.33 feet south of the northeast corner of the NW $\frac{1}{4}$  of Sec. 1-31-12; thence south along the east line of the NW $\frac{1}{4}$  of Sec. 1-31-12 a distance of 748.67 feet; thence north 90°00' west a distance of 639.7 feet to the centerline of State Road #327; thence north 03°50' west along the centerline of State Road #327, a distance of 520.94 feet; thence north 89°18' east a distance of 199.12 feet; thence north on a curve to the left having a radius of 20 feet a distance of 30.42 feet; thence north 02°10' east a distance of 203.11 feet; thence north 90°00' east a distance of 170.0 feet; thence north on a curve to the left having a radius of 20 feet a distance of 31.42 feet; thence north 00°00' east a distance of 205.71 feet to a point on the north line of the NW $\frac{1}{4}$  of Sec. 1-31-12; thence east along the north line of the NW $\frac{1}{4}$  of Sec. 1-31-12 a distance of 52 feet; thence south 00°00' east a distance of 198.54 feet; thence east on a curve to the left having a radius of 20 feet a distance of 31.20 feet; thence south 89°24' east a distance of 186.59 feet to the point of beginning, containing 10.48 acres.

As the DEVELOPER will pay for the entire cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer, or the use thereof, by the present or future owners of said aforescribed real estate, except as to such standard tap-in and inspection fees as are customarily charged by the CITY for connections to City sewer main.

An area connection charge of \$475.00 per acre must be paid to CITY at the time of connection by the DEVELOPER for area aforescribed which is served by the herein described sanitary sewer. This area connection charge represents the oversizing cost expended by CITY for the Area 1, St. Joseph Interceptor Sanitary Sewer, Resolution 61-140-11.

#### 4. CHARGE AGAINST EXCESS AREA

Said sewer, however, also serves an additional or excess area as shown on the attached Exhibit "A". In the event any present or future owner of real estate shall at any time within fifteen (15) years of the date of this agreement, desire to use said sewer or any extension thereof, whether by direct tap or through the extension or connection of lateral or local lines to service such land, CITY, through its duly constituted authorities, before permitting such use, shall require by contract or assessment, as may be appropriate, that such owner or owners of said excess area pay to the CITY, in addition to the cost of standard tap-in and inspection fees, the sum of \$0.0445203683 per square foot for the area served by each such connection and use, which represents the pro rata share of the cost of the extension of the CITY sewer to said area. Included within the local sewer cost are local construction, consultant engineering services, City of Fort Wayne engineering, but not oversizing costs. Any amount so collected by the CITY shall be paid by the CITY within sixth (60) days of the receipt thereof to the DEVELOPER. The City of Fort Wayne hereby reserves the right to waive local connection costs for Area 1A.

An area connection charge of \$475.00 per acre must be paid to CITY at the time of connection by any such owner or owners of any excess area sought to be served by the herein described sanitary sewer. This area connection charge is in addition to the local charge as set forth above, and represents the oversizing cost expended by CITY for the Area 1, St. Joseph Interceptor Sanitary Sewer, Res. 61-140-11.

#### 5. FUTURE EXTENSIONS

In further consideration, the Developer hereby agrees to furnish as built drawings



of the main line sanitary sewer. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE COST OF THE MAIN LINE SANITARY SEWER. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE COST OF THE MAIN LINE SANITARY SEWER. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE COST OF THE MAIN LINE SANITARY SEWER.

*Law*

#### 6. BOND

This contract is subject to DEVELOPER furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer, said bond to serve as a guarantee of said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the CITY.

#### 7. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water run-off caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

#### 8. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The DEVELOPER, for itself, its successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by CITY of any territory now or hereafter owned by him, as described in Article 3 herein.

The DEVELOPER further agrees that any deeds, contracts, or other instruments of conveyance made by the DEVELOPER, its successors or assigns transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the DEVELOPER, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee or contract purchaser and their successors in title.

The DEVELOPER further agrees to record an executed copy of this contract in the

Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of CITY as hereinafter provided. Any owner or owners of land which is now, or hereafter, located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

#### 9. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Section 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (I.C. 19-2-7-16, I.C. 19-2-7-17 and I.C. 19-2-7-18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

#### 10. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

ATTEST

By:

Steven A. Robinson  
Steven A. Robinson, Secretary

DEVELOPER: THE ALLEN CORPORATION

By: F. Walter Riebenack, Pres.  
F. Walter Riebenack, President

CITY OF FORT WAYNE, INDIANA

By: Robert E. Armstrong  
Robert E. Armstrong, Mayor

BOARD OF PUBLIC WORKS

By: Henry P. Wehrenberg  
Henry P. Wehrenberg, Chairman

By: Ethel H. LaMar  
Ethel H. LaMar, Member

By: Max G. Scott  
Max G. Scott, Member

ATTEST:

Ursula Miller  
Secretary and Clerk

*Approved for James and  
Legality: Larry J. Brubaker  
Assistant City Attorney*

Approved as to form and legality:

Associate City Attorney

STATE OF INDIANA )  
 ) SS.  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared F. Walter Riebenack and Steven A. Robinson, by who acknowledged the execution of the foregoing agreement for sewer extension as and for its voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 29th day of August, 1978.

Deborah A. Kelly  
Notary Public  
Resident of Allen County

My Commission Expires:

December 18, 1981

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert E. Armstrong, Mayor; Henry P. Wehrenberg, Chairman of the Board of Public Works; Ethel H. LaMar and Max G Scott, Members of the Board of Public Works, who acknowledged the execution of the foregoing agreement for sewer extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 25 day of September, 1978.

Anne J. Fox  
Notary Public ANNE J. Fox  
Resident of Allen County

My Commission Expires:

3/6/80

NORTH LINE 1-31-12

DUPONT

ROAD

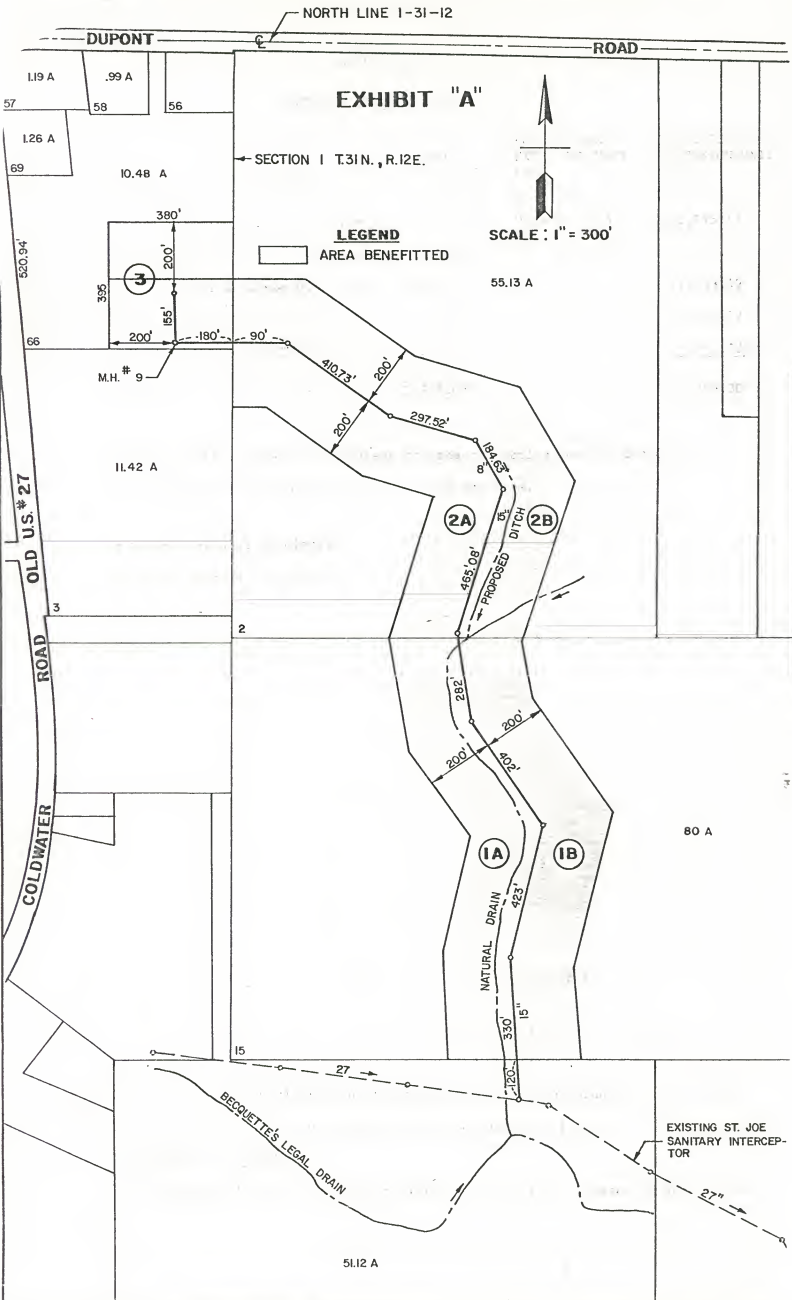
# EXHIBIT "A"

SECTION 1 T.31N., R.12E.

## LEGEND

AREA BENEFITTED

SCALE: 1" = 300'



## EXHIBIT "B"

EXCESS BENEFITTED AREA

EXCESS AREA	OWNER	AREA SQ. FEET	LOCAL SEWER EXTENSION UNIT COST	LOCAL SEWER EXTENSION UNIT TOTAL
TRACT 1A	Victor F. & Naomi I. Leininger	287,400	0.0445203683	\$12,795.15
TRACT 1B	"	287,400	"	12,795.15
TRACT 2A	Robert C. & Vernon O. Werkman	261,981	"	11,633.49
TRACT 2B	"	317,203	"	14,121.99
TRACT 3*	THE ALLEN CORPORATION	<u>150,100 S.F.</u>	"	<u>6,682.52**</u>
TOTALS		1,304.084		\$58,058.30

Excess Benefitted Area also subject to area connection fee due the City  
of Fort Wayne by Res. 61-140-11 of \$475.00 per acre.

\* Denotes area of developer.

\*\* Local charges are hereby waived.

TITLE OF ORDINANCE SPECIAL ORDINANCE.- AGREEMENT FOR SEWER EXTENSION BET. CITY & ALLEN CORP.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

*2-78-10-12*

SYNOPSIS OF ORDINANCE AGREEMENT FOR SEWER EXTENSION BETWEEN CITY AND THE ALLEN CORPORATION,

DEVELOPER, FOR THE CONSTRUCTION OF A SANITARY SEWER TO SERVE THE PINE VALLEY VILLAGE MALL

SANITARY SEWER, NEAR THE INTERSECTIONS OF DUPONT ROAD AND COLDWATER ROAD.

AGREEMENT FOR SEWER EXTENSION ATTACHED

PRIOR APPROVAL REQUESTED

EFFECT OF PASSAGE CONSTRUCTION OF SANITARY SEWER TO SERVE THE PINE VALLEY VILLAGE MALL

EFFECT OF NON-PASSAGE INABILITY TO CONSTRUCT SANITARY SEWER

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) DEVELOPER TO PAY LOCAL CONSTRUCTION COST  
INCLUDING ENGINEERING SERVICES AND CONSTRUCTION INSPECTION WILL BE PROVIDED BY THE DEVELOPER

-- DEVELOPER WILL BE CREDITED WITH OVERSIZING PAYMENT DUE: \$7,562.28, plus - ACREAGE ASSESSMENT  
OF 9.972 AT \$475.00 PER ACRE: \$4,736.70 & CITY ENGINEERING COST NOT TO EXCEED \$2,825.58

ASSIGNED TO COMMITTEE \_\_\_\_\_